

(b) Supplemental Financial Statement Schedules

Schedule II	Amounts Receivable from Related Parties and Underwriters, Promoters and Employees Other Than Related Parties	S-3
Schedule IV	Indebtedness of and to Related Parties – Not Current	S-4
Schedule VIII	Valuation and Qualifying Accounts	S-5
Schedule X	Supplementary Statement of Operations Information	S-6

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrants hereby undertake that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrants pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrants have duly caused this Amendment No. 2 to the Registration Statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of Baltimore, State of Maryland, on the 9th day of November, 1993.

SINCLAIR BROADCAST GROUP, INC.
CHESAPEAKE TELEVISION, INC.
WTTE, CHANNEL 28, INC.
WPGH, INC.
WTTO, INC.
WCGV, INC.

By: /s/ DAVID D. SMITH
 David D. Smith, President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DAVID D. SMITH</u> David D. Smith	Chairman, CEO and President (Principal Executive Officer)	November 9, 1993
<u>FREDERICK G. SMITH*</u> Frederick G. Smith	Vice President and Director	November 9, 1993
<u>J. DUNCAN SMITH*</u> J. Duncan Smith	Secretary and Director	November 9, 1993
<u>ROBERT E. SMITH*</u> Robert E. Smith	Treasurer and Director	November 9, 1993
<u>DAVID B. AMY*</u> David B. Amy	Controller (Principal Financial Officer and Principal Accounting Officer)	November 9, 1993
<u>/s/ BASIL A. THOMAS*</u> Basil A. Thomas	Director	November 9, 1993
<u>*By: /s/ DAVID D. SMITH</u> (David D. Smith, Attorney-in-Fact)		November 9, 1993

SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
INDEX TO SCHEDULES

Report of Independent Public Accountants	S-2
Schedule II - Amounts Receivable from Related Parties and Underwriters, Promoters and Employees Other Than Related Parties	S-3
Schedule IV - Indebtedness of and to Related Parties - Not Current	S-4
Schedule VIII - Valuation and Qualifying Accounts	S-5
Schedule X - Supplementary Statement of Operations Information	S-6

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Stockholders of
Sinclair Broadcast Group, Inc. and Subsidiaries:

We have audited in accordance with generally accepted auditing standards, the consolidated balance sheets, statements of operations, changes in stockholders' equity and cash flows of Sinclair Broadcast Group, Inc. included in this registration statement and have issued our report thereon dated September 23, 1993. Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedules listed in the accompanying index are the responsibility of the Company's management and are presented for purposes of complying with the Securities and Exchange Commission's rules and are not part of the basic financial statements. These schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly state in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

ARTHUR ANDERSEN & CO.

Baltimore, Maryland,
September 23, 1993

SCHEDULE II

SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES

AMOUNTS RECEIVABLE FROM RELATED PARTIES AND UNDERWRITERS, PROMOTERS AND EMPLOYEES OTHER THAN RELATED PARTIES

FOR THE YEARS ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993
(In thousands)

Name of Debtor	Balance at Beginning of Period	Additions	Deductions		Balance at End of Period	
			Amounts Collected	Amounts Written off	Current	Non-Current
1990						
Bay Television, Inc.						
11%, maturing March 1995	\$ -	\$ 503	\$60	\$-	\$ 87	\$ 356
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	-	1,570	-	-	-	1,570
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
10.25%, maturing September 2000	-	1,500	4	-	22	1,474
1991						
Bay Television, Inc.						
11%, maturing March 1995	443	-	87	-	97	259
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	1,570	559	-	-	-	2,129
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
10.25%, maturing September 2000	1,496	-	23	-	60	1,413
Robert Smith						
7.87%, maturing September 2004	-	100	10	-	11	79
1992						
Bay Television, Inc.						
11%, maturing March 1995	356	-	97	-	100	159
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	2,129	293	-	-	-	2,422
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
6.88%, maturing September 2000	1,473	-	61	-	98	1,314
Robert Smith						
7.87%, payable on demand	90	13	11	-	92	-
David Smith						
7.87%, payable on demand	-	262	-	-	262	-
J. Duncan Smith						
7.87%, payable on demand	-	262	-	-	262	-
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
7.9%, maturing April 2002	-	900	21	-	66	813
1993						
Bay Television, Inc.						
11%, maturing March 2004	259	-	43	-	108	108
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
Prime plus 1%, maturing on demand	2,422	71	-	-	-	2,493
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
6.88%, maturing September 2000	1,412	-	56	-	81	1,275
Robert Smith						
7.87%, payable on demand	92	40	2	-	130	-
David Smith						
7.87%, payable on demand	262	5	-	-	267	-
J. Duncan Smith						
7.87%, payable on demand	262	5	15	-	252	-
Frederick Smith, David Smith, J. Duncan Smith, Robert Smith						
7.9%, maturing April 2002	879	-	33	-	66	778
Julian and Carolyn Smith,						
7.21%, maturing September 2006	-	6,559	-	-	-	6,559

SCHEDULE IV
SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
INDEBTEDNESS OF AND TO RELATED PARTIES – NOT CURRENT
FOR THE YEAR ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993
(in thousands)

Description	Indebtedness of			Balance at End of period	Indebtedness to			Balance at End of Period
	Balance at Beginning of Period	Additions	Deductions		Balance at Beginning of Period	Additions	Deductions	
1990								
Julian and Carolyn Smith, 8.75%, maturing May 2005	\$-	\$-	\$-	\$-	\$ -	\$14,215	\$ -	\$14,215
Robert Simmons, From prime plus 1% to 16%, maturing February 1992	-	-	-	-	4,483			4,483
Cunningham Communications, Inc. 10%, maturing June 1997	-	-	-	-	2,501	-	667	1,834
1991								
Julian and Carolyn Smith 8.75%, maturing May 2005	-	-	-	-	14,215	-	906	13,309
Robert Simmons From prime plus 1% to 16%, maturing February 1992	-	-	-	-	4,483			4,483
Cunningham Communications, Inc. 10%, maturing June 1997	-	-	-	-	1,834	-	162	1,672
Keyser Investment Group, Inc. 17.5%, maturing May 1994 with re- newal options through August 2001 ..	-	-	-	-	-	1,705	-	1,705
1992								
Julian and Carolyn Smith 8.75%, maturing May 2005	-	-	-	-	13,309	-	192	13,117
Robert Simmons From prime plus 1% to 16%, maturing February 1992	-	-	-	-	4,483		4,483	-
Cunningham Communications, Inc. 10%, maturing June 1997	-	-	-	-	1,672	-	196	1,476
Keyser Investment Group, Inc. 17.5%, maturing May 1994 with re- newal options through August 2001 ..	-	-	-	-	1,705	-	18	1,689
1993								
Julian and Carolyn Smith 8.75%, maturing May 2005	-	-	-	-	13,117	-	-	13,117
Cunningham Communications, Inc. 10%, maturing June 1997	-	-	-	-	1,476	-	110	1,366
Keyser Investment Group, Inc. 17.5%, maturing May 1994 with re- newal options through August 2001 ..	-	-	-	-	1,689	-	18	1,671

SCHEDULE VIII
SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 31, 1990, 1991 AND 1992, AND FOR THE SIX MONTHS
ENDED JUNE 30, 1993
(In thousands)

<u>Description</u>	<u>Balance at Beginning of Period</u>	<u>Charged to Costs and Expenses</u>	<u>Charged to Other Accounts</u>	<u>Deductions</u>	<u>Balance at End of Period</u>
1990					
Allowance for doubtful accounts	\$354	\$756	\$—	\$696	\$414
1991					
Allowance for doubtful accounts	414	707	—	741	380
1992					
Allowance for doubtful accounts	380	320	—	228	472
1993					
Allowance for doubtful accounts	472	126	—	77	521

SCHEDULE X
SINCLAIR BROADCAST GROUP, INC. AND SUBSIDIARIES
SUPPLEMENTARY STATEMENT OF OPERATIONS INFORMATION
(in thousands)

<u>Item</u>	<u>Charged to Costs and Expenses</u>				
	<u>Three Months</u>	<u>Years Ended December 31,</u>		<u>Six Months Ended June 30,</u>	
	<u>Ended</u> <u>December 31,</u> <u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1992</u> <u>(Unaudited)</u>	<u>1993</u>
AMORTIZATION OF ACQUIRED INTANGIBLE BROADCASTING ASSETS AND OTHER ASSETS ..	\$237	\$6,316	\$11,978	\$6,431	\$5,761
ADVERTISING COSTS	517	1,653	1,569	767	878

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
***1.1	Form of Underwriting Agreement dated _____, 1993 among Sinclair Broadcast Group, Inc., each of the guarantors named therein, Chase Securities, Inc. and Lehman Brothers Inc.	
*3.1	Articles of Amendment and Restatement of the Charter of Sinclair Broadcast Group, Inc.	
*3.2	Amended By-Laws of Sinclair Broadcast Group, Inc.	
*3.3	Amended and Restated Charter of Chesapeake Television, Inc.	
*3.4	Amended By-Laws of Chesapeake Television, Inc.	
3.5	OMITTED	
3.6	OMITTED	
*3.7	Amended and Restated Charter of WTTE, Channel 28, Inc.	
*3.8	Amended By-Laws of WTTE, Channel 28, Inc.	
3.9	OMITTED	
3.10	OMITTED	
*3.11	Articles of Incorporation of WPGH, Inc., as amended	
*3.12	By-Laws of WPGH, Inc.	
3.13	OMITTED	
3.14	OMITTED	
*3.15	Articles of Incorporation of WTTO, Inc.	
*3.16	By-Laws of WTTO, Inc.	
3.17	OMITTED	
3.18	OMITTED	
*3.19	Articles of Incorporation of WCGV, Inc.	
*3.20	By-Laws of WCGV, Inc.	
3.21	OMITTED	
3.22	OMITTED	
**4.1	Form of Indenture dated as of _____, 1993 by and between Sinclair Broadcast Group, Inc., each of the guarantors named therein and _____, as Trustee	
***5.1	Form of Opinion of Piper & Marbury (including the consent of such firm) regarding legality of securities being offered	
*10.1	Agreement and Amendment to Station Affiliation Agreement dated as of June 11, 1993 between Sinclair Broadcast Group, Inc. and Fox Broadcasting Company	
*10.2	Station Affiliation Agreement dated as of June 9, 1992 between Chesapeake Television, Inc. and Fox Broadcasting Company	
*10.3	Station Affiliation Agreement dated as of June 10, 1992 between Sinclair Broadcast Group, Inc. — WPGH and Fox Broadcasting Company	
*10.4	Station Affiliation Agreement dated as of June 9, 1992 between CRI, Inc. — WTTE and Fox Broadcasting Company	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.5	Irrevocable Letter of Credit in an amount not to exceed \$6,250,000, granted by The Chase Manhattan Bank, N.A. for the account of Commercial Radio Institute, Inc., dated as of August 11, 1993	
*10.6	Escrow Agreement dated as of August 10, 1993 by and among Sinclair Broadcast Group, Inc., Glencairn, Ltd., ABRY Communications, L.P. and The First National Bank of Chicago, N.A.	
*10.7	Asset Purchase Agreement dated as of August 10, 1993 between WNUV TV-54 Limited Partnership (as seller) and WNUV, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.8	Asset Purchase Agreement dated as of August 10, 1993 among Super 18 Television Limited Partnership (as seller) and WTV, Inc. and WCGV, Inc. (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.9	Asset Purchase Agreement dated as of August 10, 1993 among BBM Partners, L.P., WTTO, Inc. and WCGV, Inc. (a Delaware corporation) (as sellers) and WTTO, Inc. and WCGV, Inc. (a Maryland corporation) (as buyers) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.10	Asset Purchase Agreement dated as of August 10, 1993 among ABRY Communications, L.P., Copley Place Capital Group and WNUV TV-54 Limited Partnership (as sellers) and Chesapeake Television, Inc. (as buyer) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.11	Letter Agreement dated as of August 10, 1993 between Sinclair Broadcast Group, Inc. and certain affiliates of ABRY Communications, L.P. and Form of Covenant Not to Compete	
*10.12	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 among David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as makers) and Sinclair Broadcast Group, Inc., Channel 63, Inc., Commercial Radio Institute, Inc., WTTE, Channel 28, Inc. and Chesapeake Television, Inc. (as holders)	
*10.13	Promissory Note dated as of May 17, 1990 in the principal amount of \$3,000,000 between Bay Television, Inc. (as maker) and David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith (as holders)	
*10.14	Term Note dated as of September 30, 1990 in the principal amount of \$7,515,000 between Sinclair Broadcast Group, Inc. (as borrower) and Julian S. Smith (as lender)	
*10.15	Term Note dated as of September 30, 1990 in the principal amount of \$8,700,000 between Sinclair Broadcast Group, Inc. (as borrower) and Carolyn C. Smith (as lender)	
*10.16	Note dated as of September 30, 1990 in the principal amount of \$1,500,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)	
*10.17	Promissory Note dated as of January 7, 1991 in the principal amount of \$100,000 between Robert E. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.18	Term note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as borrower) and Commercial Radio Institute, Inc. (as lender)	
*10.19	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between David D. Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder)	
*10.20	Promissory Note dated as of June 1, 1992 in the principal amount of \$250,000 between J. Duncan Smith (as maker) and Sinclair Broadcast Group, Inc. (as holder), with Amendment thereto dated as of May 5, 1993	
*10.21	Amended and Restated Note dated as of June 30, 1992 in the principal amount of \$1,458,489 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Sinclair Broadcast Group, Inc. (as lender)	
*10.22	Term Note dated August 1, 1992 in the principal amount of \$900,000 between Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as borrowers) and Commercial Radio Institute, Inc. (as lender)	
*10.23	Management Agreement dated as of January 6, 1992 between Keyser Communications, Inc. and WPGH, Inc.	
10.24	Form of Programming Services Agreements with Glencairn, Ltd.	
**10.25	Lease Agreement dated as of April 1, 1992 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.26	Lease Agreement dated as of June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.27	Lease Agreement dated as of March 16, 1988 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
**10.28	Lease Agreement dated as of April 2, 1987 between Cunningham Communications, Inc. and Chesapeake Television, Inc., as amended on September 23, 1993	
*10.29	Lease dated June 1, 1991 between Cunningham Communications, Inc. and Chesapeake Television, Inc.	
*10.30	Lease dated January 1, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.	
*10.31	Lease dated June 6, 1991 between Keyser Investment Group, Inc. and Chesapeake Television, Inc.	
*10.32	Agreement Not to Compete dated as of December 30, 1986 between Commercial Radio Institute, Inc. and Julian S. Smith	
*10.33	Agreement Not to Compete dated as of December 30, 1986 between Chesapeake Television, Inc. and Julian S. Smith	
*10.34	Promissory Note dated as of December 28, 1986 in the principal amount of \$6,421,483.53 between Sinclair Broadcast Group, Inc. (as maker) and Frederick H. Himes, B. Stanley Resnick and Edward A. Johnston (as representatives for the holders)	
*10.35	Purchase and Termination Agreement dated as of June 15, 1993 among WPGH, Inc., Commercial Radio Institute, Inc. and Heller Financial, Inc.	
*10.36	Term Note dated as of August 30, 1991 in the principal amount of \$6,000,000 between WPTT, Inc. (as maker-borrower) and Commercial Radio Institute, Inc. (as holder-lender) (as amended)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.37	Term Note dated as of March 1, 1993 in the principal amount of \$6,559,000 between Julian S. Smith and Carolyn C. Smith (as makers-borrowers) and Commercial Radio Institute, Inc. (as holder-lender)	
*10.38	Credit Agreement dated as of August 30, 1991 in the aggregate principal amount of \$95,000,000, between Sinclair Broadcast Group, Inc. (as Parent Guarantor and representative of Subsidiary Guarantors) and Commercial Radio Institute, Inc. (as borrower), and Chase Manhattan Bank, N.A. (as Agent for various lenders under the agreement) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.39	Amendment No. 1 to the Credit Agreement dated as of December 5, 1991 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.40	Amendment No. 2 to the Credit Agreement dated as of November 13, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.41	Amendment No. 3 to the Credit Agreement dated as of December 15, 1992 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.42	Amendment No. 4 to the Credit Agreement dated as of February 1, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various subsidiaries of Commercial Radio Institute, Inc., Julian S. Smith and Carolyn C. Smith, various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.43	Amendment No. 5 to the Credit Agreement dated as of June 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
*10.44	Amendment No. 6 to the Credit Agreement dated as of August 9, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
**10.45	Amendment No. 7 to the Credit Agreement dated as of September 15, 1993 among Sinclair Broadcast Group, Inc., Commercial Radio Institute, Inc., various Subsidiaries of Commercial Radio Institute, Inc., various signatory financial institution lenders, and The Chase Manhattan Bank, N.A.	
**10.46	Amendment No. 8 to the Credit Agreement dated as of October 15, 1993 among Sinclair Broadcast Group, Inc., various Subsidiaries of Sinclair Broadcast Group, Inc., the Smith Brothers, various signatory financial institution lenders, and the Chase Manhattan Bank, N.A.	
*10.47	Restatement of Stock Redemption Agreement by and among Sinclair Broadcast Group, Inc. and Chesapeake Television, Inc., et al. dated June 19, 1990 (without exhibits)	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*10.48	Corporate Guaranty Agreement dated as of September 30, 1990 by Chesapeake Television, Inc., Commercial Radio, Inc., Channel 63, Inc. and WTTE, Channel 28, Inc. (as guarantors) to Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.49	Security Agreement dated as of September 30, 1990 among Sinclair Broadcast Group, Inc., Chesapeake Television, Inc., Commercial Radio Institute, Inc., WTTE, Channel 28, Inc. and Channel 63, Inc. (as borrowers and subsidiaries of the borrower) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.50	Guaranty of Payment dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as guarantors) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.51	Stock Pledge Agreement dated as of September 30, 1990 among Frederick G. Smith, David D. Smith, J. Duncan Smith and Robert E. Smith (as pledgors) and Julian S. Smith and Carolyn C. Smith (as lenders)	
*10.52	Subordination Agreement dated as of September 30, 1990 among Julian S. Smith and Carolyn C. Smith (as Creditors) and American Security Bank, N.A. and First American Bank of Maryland (as lenders)	
*10.53	Warrant Agreement dated as of August 30, 1991, between WPGH, Inc., The Chase Manhattan Bank, N.A., and executed by Sinclair Broadcast Group, Inc.	
*10.54	WPGH-TV Asset Purchase Agreement dated January 12, 1991 between Channel 53, Inc. and Channel 53 Licensee, Inc. (as sellers) and Sinclair Broadcast Group, Inc. (as buyer) (as amended) (exhibits and schedules have been omitted and the Registrants agree to furnish copies thereof to the Securities and Exchange Commission upon its request)	
*10.55	Contract of Sale dated as of September 22, 1993 (as buyer) between Commercial Radio Institute, Inc. (as seller) and Gerstell Development Limited Partnership (as buyer)	
*10.56	Contract of Sale dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as Seller) and Gerstell Development Limited Partnership (as buyer)	
*10.57	Assignment of Leases dated as of September 22, 1993 between WPGH, Inc. (as assignor) and Commercial Radio Institute, Inc. (as assignee)	
*10.58	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)	
*10.59	Assignment of Leases dated as of September 22, 1993 between Commercial Radio Institute, Inc. (as assignor) and Gerstell Development Limited Partnership (as assignee)	
*10.60	Term Note dated as of September 22, 1993, in the principal amount of \$1,900,000 between Gerstell Development Limited Partnership (as maker-borrower) and Sinclair Broadcast Group, Inc. (as holder-lender)	
**12.1	Statement of computation of ratio of earnings to fixed charges.	
**22.1	Subsidiaries of Sinclair Broadcast Group, Inc.	
***24.1	Consent of Piper & Marbury (incorporated herein by reference to Exhibit 5.1 hereto)	
24.2	Consent of Arthur Andersen & Co., independent public accountants	
24.3	Consent of Price Waterhouse, independent public accountants	

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Page</u>
*25.1	Powers of Attorney for David D. Smith, Frederick G. Smith, J. Duncan Smith, Robert E. Smith and David B. Amy	
25.2	Power of Attorney for Basil A. Thomas	
***26.1	Form T-1: Statement of Eligibility and Qualification of Note Indenture Trustee under the Trust Indenture Act of 1939, as amended	

* Previously filed on September 28, 1993.

** Previously filed on November 2, 1993.

*** To be filed by amendment.

EXHIBIT 10.24

PROGRAMMING SERVICES AGREEMENT

_____, 1993

("Programmer") and

("Owner"), which is the licensee and operator of
television station ("Station"),
hereby agree as follows:

1. In order that Station may better serve the public interest, convenience, and necessity, Programmer shall provide to Owner programming to be broadcast by Station. Programmer shall provide such programming for twenty (20) hours per day ("Sold Time Period"). Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of Station without interruption, deletion, or addition of any kind.

2. In consideration of the furnishing by Programmer of said programming, Owner agrees that Programmer may sell, or engage a third party to sell, commercial time on Station during the Sold Time Period for Programmer's account.

3. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement, the amount set forth in Attachment A hereto ("Monthly Payment"), payable on the last day of each calendar month: provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any, and shall be paid on the last day of such partial month,

whether or not such day coincides with the last day of a calendar month. In further consideration of the transactions contemplated under this Agreement, including, but not limited to, the options described in Paragraph 5 hereof, Programmer shall pay to Owner simultaneously with the execution of this Agreement the sum of Two Thousand Dollars (\$2,000.00) ("Initial Payment").

4. Owner and Programmer shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

5. The term of this Agreement shall commence on _____, 1993. Such commencement date shall be deemed the effective date of this Agreement, it being understood and agreed by the parties hereto that, except for the initial Payment, Programmer shall have no obligation to make any payments under this Agreement until such effective date has occurred. The initial term of this Agreement shall end _____ years immediately after the effective date of this Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending _____ years immediately after the end of said initial term. In the event that Programmer wishes to exercise said Option, Programmer shall give to Owner written

notice of the exercise of said option at least six (6) months prior to the end of said initial term and shall pay to Owner simultaneously with said notice the sum of Two Thousand Dollars (\$2,000.00). Programmer shall have the further option of extending the Renewal Term, if any, for an additional term ending _____ years immediately after the end of the Renewal Term. In the event that Programmer wishes to exercise said further option, Programmer shall give to Owner written notice of the exercise of said further option at least six (6) months prior to the end of the Renewal Term and shall pay to Owner simultaneously with said notice the sum of Two Thousand Dollars (\$2,000.00).

6. Owner shall oversee and shall take ultimate responsibility with respect to the provision of equal opportunities, compliance with lowest unit charge requirements, reasonable access to political candidates, and compliance with all other applicable political broadcast rules of the Federal Communications Commission ("FCC"). Programmer shall cooperate with Owner as Owner complies with the political broadcast rules of the FCC. Programmer shall supply such information promptly to Owner as may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner believes necessary, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcast rules of the FCC, including, but not limited to, Sections 312 and 315 of the Communications Act of 1934, as amended ("Act").

7. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

8. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act, Owner shall have the right to delete any material contained in any programming or commercial matter furnished for broadcast over Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right to broadcast Owner's own programming in place of such deleted material. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original Agreement of the parties hereunder. Furthermore, in such event, the parties shall use their best efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder.

9. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

10. Programmer represents and warrants that the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer. Programmer agrees to indemnify and to hold Owner, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, incurred by Owner or such persons by reason of the breach of the foregoing representation and warranty by Programmer and for all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from the

broadcast of any programming or other matter provided to Owner by Programmer pursuant to this Agreement by reason of copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy. Owner agrees to indemnify and to hold Programmer, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, with respect to copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy incurred by Programmer or such persons arising from any programming or other matter broadcast by Station other than programming or other matter provided to Owner by Programmer pursuant to this Agreement.

11. All programming delivered hereunder to Owner by Programmer shall be broadcast on Station by Owner, except as otherwise provided in this Agreement and except for such periods of time as Station shall broadcast special programming to cover matters of national or local importance.

12. Except as provided in Paragraph 16 below, neither Programmer nor Owner shall incur any liability to any party to this Agreement because of Programmer's failure to deliver, or Owner's failure to broadcast, any or all programming or commercial matter provided to Owner pursuant to this Agreement because of:

- (a) failure of facilities;
- (b) labor disputes; or

(c) causes beyond the reasonable control of the party so failing to broadcast or to deliver.

13. In the event that Owner at any time intends to file an application with the FCC to change the transmitter location, antenna height, or power or to change the frequency or hours of operation of Station, Owner agrees to give ten (10) days prior written notice of such proposed filing to Programmer. If, in Programmer's reasonable opinion, after such change is effected, Station is of less value to Programmer hereunder than Station is as of the effective date of this Agreement due solely to this change, or if for any reason during any month ten percent (10%) of the material for broadcast or of the commercials provided hereunder by Programmer are not broadcast on Station as and when specified by Programmer, Programmer will have the right to terminate this Agreement effective upon thirty (30) days prior written notice to Owner. Furthermore, Programmer shall have the right to terminate this Agreement for any reason whatsoever effective upon six (6) months prior written notice to Owner.

14. Owner agrees not to authorize, cause, permit, or enable anything to be done whereby any programming that Programmer supplies to Owner pursuant to this Agreement may be used for any purpose other than broadcasting by Station in the community to which Station is licensed.

15. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, except that

Programmer may assign its rights and obligations hereunder without the consent of Owner, on ten (10) days prior written notice to Owner, to any affiliated entity or person. Owner shall give at least thirty (30) days written notice ("Proposed Sale Notice") to Programmer prior to Owner entering into any agreement for the sale or assignment of Station to any third party ("Assignee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Owner in writing whether (i) Programmer proposes to terminate this Agreement upon such sale or assignment, whereupon this Agreement shall terminate upon consummation ("Closing") of such sale or assignment, or (ii) Programmer proposes to continue this Agreement pursuant to its terms upon such sale or assignment, whereupon Owner shall require Assignee to assume all of Owner's rights and obligations under this Agreement upon Closing. This Agreement shall be binding on the parties' respective successors and assigns.

16. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period. Furthermore, in the event of a material breach hereunder by Owner and the

continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Owner written notice of such breach, Programmer, so long as Programmer is not in material breach hereunder, may in Programmer's discretion (i) terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within ten (10) days of such termination, the sum of Three Million Dollars (\$3,000,000.00) as liquidated damages, or (ii) in lieu of such termination and liquidated damages, obtain specific performance of this Agreement; it being understood that the rights set forth in this Paragraph 16 represent Programmer's sole remedies for Owner's breach of this Agreement, provided, however, that this Paragraph 16 does not limit Programmer's remedies for Owner's breach of Paragraph 10 hereof.

17. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall

be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

18. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

19. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If To Programmer:

If To Owner:

Either party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior written notice to the other party of such address change pursuant to this Paragraph.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.